### BIDDING REQUIREMENTS, CONTRACT FORMS, CONTRACT CONDITIONS AND SPECIFICATIONS FOR

CITY OF ST. CHARLES, ILLINOIS

### 2014 SANITARY SEWER LINING PROJECT

August 2014



MAYOR – RAYMOND ROGINA
CITY ADMINISTRATOR – MARK KOENEN, PE
DIRECTOR OF PUBLIC WORKS – PETER SUHR
ENVIRONMENTAL SERVICES MANAGER – JOHN LAMB
ENVIRONMENTAL SERVICES DIVISION MANAGER – MICHAEL BURNETT

### PROJECT SPECIFICATIONS 2014 SEWER LINING PROJECT CITY OF ST. CHARLES, IL

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### DIVISION 0

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### ADVERTISEMENT FOR BIDS

### PART 1 GENERAL

### 1.1 Receipt of Bids

- A. Sealed proposals will be received by the City of St. Charles at the Purchasing Manager's Office for the project entitled "2014 Sewer Lining Project One Bid for Two Work Scopes—City of St. Charles, Illinois," until 10:00 a.m. on Friday, September 26, 2014. The sealed bids will be publicly opened and read aloud immediately afterwards in the City Council Chambers, on the same date. Sealed bids shall be addressed to the City of St. Charles Purchasing Division, 2 East Main Street, St. Charles, Illinois 60174 and shall be labeled "Bid for 2014 Sewer Lining Project—City of St. Charles."
- B. Bidders will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

### 1.2Work Description

- A. The proposed improvement consists primarily of the following:
  - 1. Traffic Control and Protection.
  - 2. Pre and Post Lining TV Inspection.
  - 3. Sanitary Sewer Cleaning and Heavy Cleaning.
  - 4. Sanitary Sewer Lining
  - 5. Storm Mains Lining.

### 1.3 Document Inspection & Procurements

- A. The Contract Documents may be inspected and purchased at the following locations.
  - City of St. Charles/Purchasing Div. 200 Devereaux Way St. Charles, Illinois 60174 630/377-4471.

#### 1.4 Bonds

- A. Each bid shall be accompanied by a bid bond, bank draft, cashier's check or certified check payable to the order of the City of St. Charles, Illinois, in an amount not less than ten (10) percent of the amount of the bid, as a guaranty that the bidder will execute the contract, if it is awarded, in conformity with the bid form.
- B. The successful bidder will be required to furnish Performance and Payment Bonds on forms provided in the Specifications and Contract Documents, each in an amount equal to 100 percent of the contract price.

### 1.5 Wage Rates

A. To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at http://labor.illinois.labor.gov/. The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

Such records are true and accurate;

The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

### 1.6 Rejection of Bids

A. The Owner expressly reserves the right to reject any or all bids or to accept the bid, which appears to be in the best interest of the Owner. The Owner expressly reserves the right to waive any informalities or technical irregularities in a bid if to do so is in the best interest of the Owner.

Dated this 3rd day of September, 2014

City of St. Charles, Illinois

Michael Shortall
Purchasing Manager

### **BIDDER CERTIFICATION**

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961."

I (Name) \_\_\_\_\_\_\_, do hereby certify that:

1 (/	Name)	, do hereby certify that:
1.	I am (Position)	of (Firm Name and Address)
	and have authority to execute this certification	on behalf of the firm;
2.		bidding on this contract as a result of a violation etion 33E-4, Bid Rotating, as set forth in Article
	Signature	
	Date	
		Corporate Seal (where appropriate)
	REQUIRED NO	DTARIZATION
On	this day of,, before n	
	no, being duly sworn, did execute the forego operly authorized by ( <i>Name of Firm</i> )	to me personally known, bing affidavit, and did state that he or she was
	to execute the affic	lavit and did so at his or her free act and deed.
	Signature of Notary Public	
	Commission Expires	
		Notary Seal

END 00050

### INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

1.1 Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 edition) have the meanings assigned to them in the General Conditions. The term "SUCCESSFUL BIDDER" means the lowest, qualified, responsible BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

### 2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents are available in the number and for the purchase price, stated in the Notice or Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing BIDS; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining BIDS on the WORK and does not confer a license or grant for any other use.

### 3. Qualification of BIDDERS.

3.1 To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five days of OWNER'S request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

### 4. Examination of Contract Documents and Site.

- 4.1 Before submitting a BID, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the WORK, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the WORK; (d) study and carefully correlate BIDDER'S observations with the Contract Documents and (e) notify the OWNER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Each BIDDER shall be responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the forgoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
- 4.3 BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications

including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

- 4.4 The OWNER shall provide BIDDERS, prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.
- 4.5 When requested, OWNER will provide each BIDDER access to the site to conduct such investigations and tests, as each BIDDER deems necessary for submission of his BID.
- 4.6 The lands upon which the WORK is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.7 The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
- 4.8 The submission of a BID will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 5. Interpretations.

All questions about the meaning or intent of the CONTRACT DOCUMENTS shall be submitted to OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### 6. Bid Security.

- 6.1 Bid Security shall be made payable to OWNER, in an amount of ten percent (10%) of the BIDDER'S maximum BID price and in the form of a certified or bank check or a BID BOND issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- 6.2 Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
- 6.3 The BID Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the SUCCESSFUL BIDDER fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that BIDDER will be forfeited. The BID Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security

is furnished or the sixty-first day after the BID opening. BID Security of other BIDDERS will be returned within seven days of the BID opening.

### 7. Contract Time.

7.1 The number of days within which, or the date by which, the WORK is to be completed (Contract Time) is set forth in the BID Form and will be included in the Agreement.

### 8. Liquidated Damages.

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

### 9. Substitute Material and Equipment.

9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.5 of the General Conditions that may be supplemented in the General Requirements.

### 10. Subcontractors, etc.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent SUCCESSFUL BIDDER, and any other BIDDER so requested, will within seven days after the day of the BID opening submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the WORK as to which such identification is so required. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in BID price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any Subcontractor, other person or organization so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-WORK plus a fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the WORK with OWNER'S written consent.

10.3 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.

### 11. Bid Form.

- 11.1 All BIDS must be made on the attached BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID forms must be fully completed and executed when submitted. Only one copy of the BID forms is required. The BID Forms are attached hereto. Additional copies may be obtained from OWNER.
- 11.2 BID Forms must be completed in ink or by typewriter. The BID price of each item on the forms must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The BID shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the BID Forms).
- 11.7 The address to which communications regarding the BID is to be directed must be shown.

### 12. Submission of Bids.

- 12.1 BIDS shall be submitted at the time and place indicated in the "Invitation to BID" and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the BIDDER and accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- By submission of the BID, each BIDDER and, in the case of a joint bid, each party thereto certifies as to his or her own organization, that in connection with the BID:
  - A. The prices in the BID have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any other competitor;
  - B. Unless otherwise required by law, the prices quoted in the BID have not knowingly been disclosed by the BIDDER, prior to opening, directly of indirectly to any other BIDDER or to any competitor; and
  - C. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a BID for the purpose of restricting competition.

- 12.3 Each person signing the BID shall certify that:
  - A. He or she is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being BID and that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above; or
  - B. He or she is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being BID, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above, and as their agent shall so certify; and shall also certify that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above.
- 12.4 All BID packages shall consist of Division 0 Documents completed in their entirety. Failure to submit a complete package of documents may result in the BID being deemed incomplete.
- 12.5 The CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breech or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### 13. Modification and Withdrawal of Bids.

- 13.1 Any BID may be modified or withdrawn prior to the time indicated in the Advertisement for BIDS for the opening of bids or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 7 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
- 13.2 If, within twenty-four hours after BIDS are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER may withdraw his BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the WORK.

### 14. Opening of BIDS.

14.1 BIDS will be opened publicly. When BIDS are opened publicly they will be read aloud, and an abstract of the amounts of the Base BIDS and major alternates (if any) will be made available after the opening of BIDS.

### 15. BIDS to Remain Open.

15.1 All BIDS shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

### 16. Award of Contract.

- 16.1 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- In evaluating BIDS, OWNER shall consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by OWNER.
- OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 16.6 A conditional or qualified BID will not be accepted.
- 16.7 If the contract is to be awarded it will be awarded to the low, responsive, responsible BIDDER whose evaluation by OWNER indicates that the award will be in the best interests of the Project.
- 16.8 If the contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within sixty days after the day of the BID opening.

### 17. Performance and Payment Bonds.

In addition to the requirements set forth in paragraph 5.1 of the General Conditions and the Supplementary Conditions, a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. When the SUCCESSFUL BIDDER delivers the executed Agreement to OWNER it shall be accompanied by the required Performance and Payment Bonds.

### 18. Signing of Agreement

18.1 When OWNER gives a Notice of Award to the SUCCESSFUL BIDDER, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter OWNER will deliver all fully signed counterparts to CONTRACTOR.

END 00100

### **PROPOSAL**

<i>y</i>		he City of St. Charles, Illinois:  Proposal of (Name and Address of Bidder)			
				. 1	
		designated below.	for	the	improvemen
		ork covered by Contract Documents includes, but is llowing:	not nec	cessarily	limited to the
	the san Cha	s project consists of Sanitary Sewer Lining in 14 individual locations through lining sanitary sewer as well as the reinstatement of service laterals, sanitary sewer televising. This project consists of Storm Sewer Lining in 2 in the sewer shall include the lining storm sewer as well as the reinstatement of post construction storm sewer televising.	y sewer cle ndividual l	aning and proceed occurrence of the contract o	e and post construction bughout the City of Si
	7.	The location maps for the proposed improvement a St. Charles. Said maps are designated as Locat Lining Project" and which cover the work describe price of:	tion Ma	aps for "	2014-15 Sewe
Sum of	Unit	Prices x Quantities (in words)Cen	nts		Dollars
Sum o	of Un	it Prices x Quantities (in figures) \$			

### City of St. Charles 2014 Sanitary Sewer Lining Project

### **BID FORM (Separate Sanitary)**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization		Lump Sum		
2	Traffic Control & Protection		Lump Sum		
3	Televise, Clean & Line Sanitary Sewer, 18" VCP	2,304	Linear Foot		
4	Televise, Clean & Line Sanitary Sewer, 21" VCP	1,730	Linear Foot		
5	Televise, Clean & Line Sanitary Sewer, 27" VCP	784	Linear Foot		

Bid Total	
bid Total	

### City of St. Charles 2014 Storm Sewer Lining Project

### **BID FORM (Separate Storm)**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization		Lump		
			Sum		
2	Traffic Control & Protection		Lump		
			Sum		
3	Televise, Clean & Line Storm	976	Linear		
	Sewer, 15" VCP		Foot		
4	Televise, Clean & Line Storm	131	Linear		
	Sewer, 18" VCP		Foot		
5	Televise, Clean & Line Storm	83	Linear		
	Sewer, 10" RCP*		Foot		
6	Televise, Clean & Line	576	Linear		
	Storm Sewer, 12" RCP*		Foot		
7	Televise, Clean & Line	199	Linear		
	Storm Sewer, 36" RCP*		Foot		

<sup>\*</sup>Some sewer lines will require "heavy" cleaning due to mineral deposits.

r	
Did Total	
Big Total	

### The Owner reserves the right to eliminate any of the Locations for budgetary reasons.

SSRBC	Standard Specifications for Road and Bridge Construction in Illinois – Illinois Department of Transportation, Current Edition.
SSWSMC	Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois Society of Professional Engineers, etal., Current Edition.
	8. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda:,,,,,,, and
	9. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
	10. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
	11. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
	12. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
	13. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
	14. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to substantial completion of the work within seventy-five (75) calendar days and final completion of the work within one hundred

five (105) calendar days of the date stipulated on the "Notice to Proceed", unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within the

time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

- 15. Provisions for Liquidated Damages are set forth in the Agreement.
- 16. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
- 17. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
  - 18. Each person signing the bid shall certify that:
- A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
- B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.
  - 19. The undersigned herein agrees that **at least 51% of the contracted work** will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost. The use of subcontractors will also require the written approval of the City of Saint Charles.

### **BID SECURITY**

## ATTACH BANK DRAFT, BANK CASHIER'S CHECK, CERTIFIED CHECK OR A BID BOND INSERTED HERE.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signat	ture of Bidder:		_ (SEAL)
Busine	ess Address:		<del></del>
(If a Co-partnership) Fin	rm Name		_ (SEAL)
Signat	ture of Bidder		· 
Busine	ess Address:		_
			<del></del>
(Insert Names and addres of all members of the Firr			
			_
			_
			-
			_
(If a Corporation) Corpor	rate Name		_ (SEAL)
Signati	ure	President	-
Atteste	ed by:		_
<b>.</b>		Secretary	
Busine	ss Address		-
			-
(Insert Names of Officers)	President		-
	Secretary		-
	Treasurer		_

### CERTIFICATE OF NON-DISQUALIFICATION

### UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and Dupage Counties, Illinois, that		
	Contractor) of State or local government, as a result of a violation d Statutes.	
	Name of Contractor	
	Signature	
	Print/Type Name	
	Title	
	J C	
Subscribed and sworn to before me this	day of	
	Notary Public	
	Commission Expires	
	Notary Seal	

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Complied Statutes.

# CERTIFICATE OF COMPLIANCE OF ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that			
(Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.			
	Name of Contractor		
	Signature		
	Print/Type Name		
	Title		
Subscribed and sworn to before me this	day of, 20		
	Notary Public		
	Commission Expires		

Notary Seal

### CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

	Contractor)	
shall comply with all local, state and federal	safety standards.	
	Name of Contractor	
	Signature	
	Print/Type Name	
	Title	
Subscribed and sworn to before me this	day of	_, 20_
	Notary Public	
	Commission Expires	
	Notarv Seal	

### CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257

### OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and Dupage Counties, Illinois, that					
(0	Contractor)				
complies with the Illinois Human Rights Act in relation to employment and human rights.	as amended by Section $2 - 105$ , Public Act $87 - 1257$				
	Name of Contractor				
	Signature				
	Print/Type Name				
	Title				
Subscribed and sworn to before me this	day of, 20				
	Notary Public				
	Commission Expires				

Notary Seal

### CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that the bidder will file their substance abuse prevention plan.

	Name of Contractor	
	Ву:	
State of),		
County of)		
Subscribed and sworn to before me this day of		

**Notary Public** 

### CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being	first duly sworn, hereby certifies to the City
of St. Charles, Kane and DuPage Counties	, Illinois, that
(bidder) shall con	nply with General Conditions, Paragraph 1.G.
and the Illinois Department of Revenue tax	exempt form.
	Name of Bidder
	Ву:
State of), ss.	
County of)	
Subscribed and sworn to before me this day of	
Notary Public	
JH:cb	



Illinois Department of Revenue

Office of Local Government Services Sales Tax Exemption Section, 3-520 101 W. Jefferson Street Springfield, IL 62702 217 782-8881

January 2, 2010

CITY OF ST CHARLES DIRECTOR OF FINANCE TWO EAST MAIN ST ST CHARLES IL 60174

Effective January 1, 2010, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law,

We have issued the following new tax exemption identification number:

E9996-0680-06 to CITY OF ST CHARLES of ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services Illinois Department of Revenue

Issued To:

Company:

Date Issued:

Project:

Dates Valid:

Christopher A. Minick, Director of Finance

STS-70 (R-2/98) L-492-3524 10-0001268

## CITY OF ST. CHARLES FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

- · · · · · · · · · · · · · · · · · · ·	he is the
	of
(Title or Officer)	
• • • • • • • • • • • • • • • • • • •	ring affidavit; that he has knowledge of the City of St. nent Practices and knows and understands the contents
that he certifies hereby that it is the policy of	
that he certifies hereby that it is the policy of	(Name of Company)
color, religion, age, sex or physical or met	al handican: and that the company has and enforces
policies which prohibit sexual harassment in	
policies which prohibit sexual harassment in	
	the workplace.
	(Signature)

END 00300

### **AGREEMENT**

THIS	<b>AGREEN</b>	MENT	is dat	ted as	the	day of		in the	year 2014 by	anc
betwee	en the	City	of	St.	Charles,	Illinois	(hereinafter	called	OWNER),	and
			_ (he	reinaft	er called Co	ONTRACT	OR).			

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

This project consists of Sanitary Sewer Lining in 14 individual locations throughout the City of St. Charles Work shall include the lining of sanitary sewers as well as the reinstatement of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising. This project consists of Storm Sewer Lining in 2 individual locations throughout the City of St. Charles. Work shall include the lining storm sewer as well as the reinstatement of service laterals, storm sewer cleaning and pre and post construction storm sewer televising.

### Article 2. ENGINEER

The City of St. Charles, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

### Article 3. CONTRACT TIME

All WORK shall be substantially complete within seventy-five (75) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within one hundred five (105) calendar days of the date when Contract Time commences to run.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Final Completion until WORK is accepted by OWNER. At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

### Article 4. CONTRACT PRICE

- OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:
  - 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.
  - 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

### Article 5. PAYMENT PROCEDURES

- CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.
  - 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.
    - 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
    - 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.
  - 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
  - 6.7.1 All provisions of federal, State and local law,
  - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
  - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
  - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.
- 6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "2014 Sewer Lining Project".
- 7.9 Location Maps, consisting of "2014 Sewer Lining Project" as prepared by the City of St. Charles.
- 7.10 Addenda No's \_\_ to \_\_, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

### Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

### Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

1	his	Agreement	shall	become	effective on	 2014	4

**OWNER**City of St. Charles, Illinois

### **CONTRACTOR**

by		by	
	Raymond Rogina, Mayor	•	
	(Corporate Seal)		(Corporate Seal)
	Attested		Attested
by		by	
	Nancy Garrison, City Clerk		
	(City Seal)		(Notary Seal)
	Address for Giving Notices		Address for Giving Notices
	City of St. Charles 2 East Main Street St. Charles, Illinois 60174		

END 00500

### Notice of Award

Date:	, 20	Maria		
To:				
Project:	City of	St. Charles – 2	014 Sewer Lining F	Project
			BID submitted by s and Information for	you for the above described WORK in or Bidders.
You are here	eby notified	d that your bid	has been accepted f	or items in the amount of
(\$ ).				
CONTRAC	TOR'S PI	ERFORMANC	E BOND, PAYM	tte the Agreement and furnish the required ENT BOND and CERTIFICATES OF e of this Notice of Award.
consider all of yo	ur rights arisin		'S acceptance of your BID	lays from the date of this Notice, OWNER will be entitled to as abandoned, and as a forfeiture of your BID BOND. The
You are requ	uired to ret	urn an acknowl	ledged copy of this	NOTICE OF AWARD to the OWNER.
Date	d this	day of	, 2014	City of St. Charles, Illinois
				Hon. Raymond Rogina Mayor

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AW	WARD is hereby acknowledged by	
this the day of	, 2014.	
	(Name)	
	(Title)	

### NOTICE TO PROCEED

Date:	, 2014		
То:			
***************************************		-	
Project:	City of St. Charles	– 2014 Sewer Lini	ng Project
Owner:	City of St. Charles,	Illinois	
on obligations dates of S Completion	under the Contract Do	, 2014. On cocuments. In acc shall be,	the above referenced project commences to run this date you are to start performing your ordance with Article 3 of the Agreement the
Date	ed this day of	, 2014	
			City of St. Charles, Illinois
			Hon. Raymond Rogina Mayor

## ACCEPTANCE OF NOTICE

	the above NOTICE	TO PROCEED is here	by acknowledged by	
this the	day of	, 2014.		
			(Name)	
			(Title)	

## **CHANGE ORDER**

	Change O	order No:		
Date:		Date of	`Agreement: _	, 201
Project: C	ity of St. Charles – 2014 Sewer Lin	ing Project		
Owner:	City of St. Charles 2 East Main Street St. Charles, Illinois 60174	Contractor:		
The follow	ing changes are hereby made to the	CONTRACT DO	CUMENTS:	
Justificatio	n:			
Amount of Current Co Change in	ontract Price Previous Change Order(s) ontract Price adjusted by Previous C Contract Price Due to this Change rice Including this Change Order	• , ,	\$	
Change to The Contra	Contract Time adjusted by or completion of all work will be			Calendar Days Calendar Days Calendar Days
Approvals:				
			au fa a	
	(Contractor)	(	Citv of St. Cha	ries

CONSTRUCTION PERFORMANCE BOND

# PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)
(Address of Contractor)
harainaffar gallad Dringing Land
hereinafter called Principal, and (Corporation Partnership or Individual)
(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
CITY OF ST. CHARLES (Name of Owner)
City Hall; 2 East Main Street; St. Charles, Illinois 60174 (Address of Owner)
hereinafter called OWNER, in the penal sum of
Dollars, \$().
in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by thes presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into certain contract with the OWNER, dated the day of 20_ a copy o
which is hereto attached and made a part hereof for the construction of:

## CITY OF ST. CHARLES 2014 SEWER LINING PROJECT KANE AND DU PAGE COUNTIES, ILLINOIS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

	,	
IN WITNESS WHEREOF, this instrument is executed in one of which shall be deemed an original, this the	counterparts, day of 2014.	each
ATTEST:		
PRINCIPAL		
PRINCIPAL SECRETARY		
(SEAL)		

WITNESS AS TO PRINCIPAL	
ADDRESS OF WITNESS	
SURETY:	
ATTEST:	
SURETY SECRETARY:	
(SEAL)	
WITNESS AS TO SURETY F	BY ATTORNEY IN FACT
ADDRESS OF WITNESS	_
NOTE: Date of BOND m	ust not be prior to date of Contract. R is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CONSTRUCTION PAYMENT BOND

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
hereinafter called Principal, and
(Address of Surety)
hereinafter called SURETY, are held and firmly bound unto the City of St. Charles, Illinois, hereinafter called the OWNER, in the penal sum of Dollars, (\$), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the day of, 20, for the construction of:
CITY OF ST. CHARLES, ILLINOIS 2014 Sewer Lining Project
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.
PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this day of, 20

ATTEST:
PRINCIPAL
PRINCIPAL SECRETARY
(SEAL)
WITNESS AS TO PRINCIPAL
ADDRESS OF WITNESS
SURETY:
ATTEST:
SURETY SECRETARY:

(SEAL)

OWNER'S ATTORNEY	
ADDRESS OF ATTORNEY	_

IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized transact business in the State of Illinois.

**INSURANCE** 

### **INSURANCE**

## CERTIFICATE OF INSURANCE

COMPANY					DATE		
THIS IS TO CERTIF	Y TO			Name of Certificate-Holder)			
OF							
that on the above date	the following described insuran	ice policies issued by t	`	Address of Certificate-Holder)			
	the following described insular						
Address of Insured							
				LIMITS OF LIABILI	ТҮ		
ТҮРЕ	OF INSURANCE	POLICY NUMBER	POLICY PERIOD				
				BODILY INJURY	PROPERTY DAMAGE		
WORKMEN'S COMPENSATION				STATUTORY	NO COVERAGE		
EMPLOYEE'S LIABILITY					NO COVERAGE		
				EACH OCCURRENCE	E4GH 000UNDENGE		
COMPREHENS	IVE GENERAL LIABILITY			AGGREGATE	EACH OCCURRENCE		
				EACH PERSON			
COMPREHENSIV	E AUTOMOBILE LIABILITY			EACH OCCURRENCE	EACH OCCURRENCE		
				EACH PERSON			
AUTO	OWNED AUTOS			TACH OCCUPATIVOT	EACH OCCURRENCE		
LIABILITY				EACH OCCURRENCE			
HIRED AUTOS				EACH PERSON	EACH OCCURRENCE		
				EACH OCCURRENCE			
	OTHER NON-OWNED			EACH PERSON	EACH OCCURRENCE		
	AUTOS			EACH OCCURRENCE	E TOTAL GOOD STATE OF THE STATE		
OTHER		J	<u> </u>				
and the state of t		DE	SCRIPTION ANI	D LOCATION OF OPERATIONS			

ERTIFICATE	OF	IARII	ITV	INICI	ID	ΛN

STCHAR2 OP ID: MR

DATE (MM/DD/YYYY)

A	C	6	R	<b>b</b> ,
	HIS	CEF	RTIFIC	CATE
C	ERT	rific	ATE	DOES

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wine Sergi & Co, LLC
225 Smith Road
St. Charles, IL 60174
Richard W. Ryan

INSURER, A PREVIOUS CONTRACT

INSURER A : AM Best Rating A-VI or better

Approved Contractor

123 Main Street
Any Town, IL 60174

INSURER B:
INSURER C:
INSURER C:
INSURER C:
INSURER C:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	2	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY	Х	Х				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			•			PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO-							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
	X ANY AUTO		Х				BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	X				E.L. EACH ACCIDENT	\$	500,000
- 10	Mandatory in NH)		l			ļ	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	fyes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
Ì									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of St. Charles and any official, trustee, director, officer or
employee of the City (plus any holder or mortgage as designated by the City)
as to any and all projects are additional insured as respects general
liability coverage on a primary and non-contributory basis. Waiver of
subrogation applies to general liability and workers compensation.

CERTIFICATE HOLDER		CANCELLATION
City of St, Charles 2 E. Main Street St. Charles, IL 60174	STCHAR1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
or onalies, in out 14		AUTHORIZED REPRESENTATIVE

#### SUPPLEMENTARY CONDITIONS

#### PART 1 GENERAL

#### 1.1 Additions, Deletions and Revisions

The following supplements shall modify, change, delete from, and/or add to the "Standard General Conditions of the Construction Contract" NSPE-ACEC-ASCE Document 1910-8-A1/A2, (1996 editions). Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph so amended, voided, or superseded shall remain in effect. To the extent of a conflict, the provisions of the Supplementary Conditions control.

#### A. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01.A.14: Contract Times

Replace Paragraph 1.01.A.14 in its entirety with the following:

Contract time shall be the time period commencing on the date of issuance of "Notice to Proceed" and concluding after expiration of the number of days specified in the Contract Documents by the Contractor for the satisfactory completion of the work.

1.01.A.19: ENGINEER

Replace Paragraph 1.01.A.20 in its entirety with the following:

Whenever the word "ENGINEER" is used in the Contract Documents, it shall be understood to be the City of St. Charles, Illinois, and duly authorized representative thereof.

1.01.A.30: OWNER

Add the following at the end of Paragraph 1.01.A.30 – "OWNER":

Whenever the word "OWNER" is used in the Contract Documents, it shall be understood to be the City of St. Charles, Illinois, and duly authorized representatives thereof.

#### B. ARTICLE 2 – PRELIMINARY MATTERS

2.06: Preconstruction Conference

Add the following new Paragraphs 2.06.A.1 and 2.06.A.2:

- 2.06.A.1: A pre-construction conference shall be held as soon as possible after Award of Contract and before Work is started. The conference will be held at a location selected by Owner. The conference shall be attended by:
- a. Contractor's Office Representative.
- b. Contractor's Resident Superintendent.
- c. Any Subcontractor's or Supplier's representatives whom Contractor may desire to invite or Engineer may request.
- d. Owner's Representatives.
- e. Local Utilities Representatives (if applicable).
- 2.06.A.2: A suggested format would include, but not be limited to the following subjects:
- a. Presentation of a proposed construction schedule by Contractor.
- b. Check of required bonds and insurance certifications prior to notice to proceed.
- c. Chain of command, direction of correspondence, and coordinating responsibility between Contractor.

#### C. ARTICLE 5 – BONDS AND INSURANCE

5.02: Licensed Sureties and Insurers

Add the following at the end of Paragraph 5.02.A:

In addition, no further progress payments under the Agreement will be made by Owner until Contractor complies with the provisions of this Article.

5.04: CONTRACTOR's Liability Insurance

Add the following at the end of Paragraph 5.04.A:

The Contractor agrees that he will before the time of beginning work hereunder, take out and keep in force at all times for the duration of all work agreed to be done hereunder, policies of insurance with minimum limits as required under this Article with an insurer approved by the City of St. Charles. This insurance shall cover all operations under this Contract, whether such operations be by himself or by any subcontractor or materialmen or anyone directly employed by them.

Add the following new Paragraphs at the end of Paragraph 5.04.A:

7. Limits of liability for insurance required by paragraph 5.04 of General Conditions shall provide coverage for not less than following amounts or greater where required by laws and regulations:

Workers' Compensation, etc. under Paragraphs 5.04, Article A, Items 1 and 2 of General Conditions:

State: Statutory
 Applicable Federal (Longshoreman's) Statutory

3.) Employer's Liability:

 Each Accident
 \$500,000.00

 Disease (policy limit)
 \$500,000.00

 Disease (each employee)
 \$500,000.00

CONTRACTOR's General Liability Insurance under paragraphs 5.04 Article A, Items 3 through 5 of General Conditions (including Premises - Operations; Independent CONTRACTOR's Protection; Products and Completed Operations; Broad Form Property Damage).

General Aggregate (except products-completed operations)	\$2,000,000.00
Products (completed operations aggregate)	\$2,000,000.00
Personal/Advertising Injury (per person/organization)	\$1,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
Fire Damage (Any One Fire)	\$50,000.00
Limit per Person Medical Expense (Any One Person)	\$5,000.00

Property Damage Liability Insurance will provide Coverage for Explosion, Collapse and Underground Damages.

Umbrella Liability (General Aggregate) Umbrella Liability (Each Occurrence)	\$5,000,000.00 \$5,000,000.00
Comprehensive Motor Vehicle Liability under Paragraph	\$1,000,000.00

Comprehensive Motor Vehicle Liability under Paragraph 5.04, Article A, Item 6 of General Conditions (Combined Single Limit for Bodily Injury and Property Damage Liability, Each Accident)

Add the following new Paragraphs at the end of Paragraph 5.04.B:

8. Additional liability coverage for OWNER and ENGINEER shall be provided as follows:

With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds the City of St. Charles.

- 9. The commercial general liability shall be endorsed as primary and non contributory in favor of the additional insureds. A waiver of subrogation shall apply in favor of the above listed additional insureds on the general liability and worker's compensation policies for this project.
- 10. The Contractual Liability coverage required by Paragraph 5.04 Article B, Item 4 of the General Conditions shall provide coverage for not less than the following amounts.

1.)	General Aggregate	\$2,000,000.00
2.)	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00

Add the following new Paragraph 5.04.C:

5.04.C: The CONTRACTOR shall in all respects comply with any and all statutes and ordinances which impose any duty or obligation upon either the CONTRACTOR or the City of St. Charles with respect to the performance of any part of the work hereby

undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or ordinances to be performed by either the CONTRACTOR or the City of St. Charles with respect to such work. The Contractor hereby agrees to hold the City of St. Charles its employees, agents, and Trotter and Associates, Inc. harmless and to indemnify them against and to reimburse them for any loss, damage, costs or expenses, together with reasonable attorney's fees, which they might or may incur by reason of failure of the CONTRACTOR to observe and comply with any and all such statutes and ordinances.

Add the following new Paragraph 5.04.D:

5.04.D: The CONTRACTOR shall also indemnify and hold harmless the City of St. Charles, and its agents from and against any and all claims and demands whatsoever, including cost, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the CONTRACTOR any Subcontractor, the CONTRACTOR's material men, or any other person directly or indirectly employed by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.

Add the following new Paragraph 5.04.E:

5.04.E: Applicable to All Policies

- 1. All policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Co.
- 2. Certificate of insurance evidencing the required coverages shall be submitted to the OWNER prior to commencing work on the project.
- 3. To the extent of CONTRACTOR's indemnification liability herein, the CONTRACTOR shall include the City of St. Charles, their officers, agents and employees as insured to the extent of CONTRACTOR's indemnification herein on General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City of St. Charles. All insurance premiums shall be paid without cost to the City of St. Charles. The CONTRACTOR shall furnish the City of St. Charles with a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. The CONTRACTOR shall submit satisfactory proof of insurance simultaneously with the execution of this supplement.
- 4. The City of St. Charles shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction.
- 5. Provided that the CONTRACTOR maintains a financial rating of 5A2, as issued by Dunn and Bradstreet, Inc., at all time during the term of the Supplement, the CONTRACTOR may utilize a plan of self-insurance certified by the Department of Insurance, State of Illinois and the Illinois Industrial Commission for the minimum coverage required under Paragraph 5.04.A.7 above, provided that the CONTRACTOR

maintains said limits at all times during the supplement period and retains a current and viable certificate of self insurance from the State of Illinois and immediately provides a copy of said Certificate to the City of St. Charles. All insurance provided to the OWNER is primary and non-contributory with any insurance or self-insurance program maintained by the OWNER.

5.06: Property Insurance

Delete the words "and will contain waiver provisions in accordance with paragraph 5.07." in the eighth line of Paragraph 5.06.C:

Add the following new Paragraph 5.06.F:

5.06.F: Property Insurance

- 1. Property insurance to the full insurable value of the work will be provided by the CONTRACTOR.
- 2. Such coverage shall be written on an "All Risk" Completed Value form.
- 3. The deductible under this policy shall be the responsibility of the CONTRACTOR.
- 4. The Named Insured shall include the Owner.

5.07: Waiver of Rights

Delete Paragraph 5.07 in its entirety.

5.09: Acceptance of Bonds and Insurance; Option to Replace

Delete Paragraph 5.09 in its entirety.

#### D. ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.05: Substitutes and "Or-Equals"

Add the following new Paragraph 6.05.A.3:

6.05.A.3: Substitutions: Comply with Section 01600 of the Specifications for specific methods of requesting approval of substitutions.

6.06: Concerning Subcontractors, Suppliers, and Others

Delete the word "reasonable" in the fifth line of Paragraph 6.06.A.

Add the following new Paragraph 6.06.H:

6.06.H: Contractor shall not award Work to Subcontractor(s) in excess of 10% of the Contract Price without prior written approval of Owner.

6.12: Record Documents

Add the following at the end of Paragraph 6.12.A:

The Contractor shall also be responsible for maintaining a marked set of drawings showing all deviations in line and grade, additions, and/or deletions to the scope of work. All items and dimensions shall be specifically marked. The ends of all services shall be referenced to the front lot corners. The Contractor shall furnish the Owner with complete set of Record Drawings upon completion of the work.

6.17: Shop Drawings and Samples

Add the following new Paragraph 6.17.D.4:

6.17.D.4: CONTRACTOR shall comply with Section 01330 of the Specifications for detailed requirements for submitting Shop Drawings, Samples, Operator's Instructions, Service and Parts Manuals.

#### E. ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.02: Replacement of ENGINEER:

Delete the words "to whom CONTRACTOR makes no reasonable objection" in the second line of Paragraph 8.02.A.

F. ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.07: Correction Period:

Correction Period for repairing and/or replacing defective work shall commence upon Final Completion, not Substantial Completion.

G. ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.02: Progress Payments:

Add the following new Paragraphs at the end of Paragraph 14.02.A:

- 4. Payments to the CONTRACTOR shall be made on the basis of monthly estimates equal to 90 percent of the value of the work completed and approved by the ENGINEER including materials and equipment delivered to the job, until the project is substantially complete. When the work is substantially complete, the retainage may be reduced to five percent of all the additional work satisfactorily completed, Provided that the CONTRACTOR is making satisfactory progress, and there is no specific cause for greater withholding.
- 5. Payment Applications shall include:
  - a. Transmittal Form
  - b. Pay Request Form AIA G702, G703 or EJCDC 190-8-E
  - c. Schedule of Values
  - d. Material Tickets
  - e. An Updated Construction Schedule
  - f. Current Photographs of Construction Site

- g. Current Payroll Certification
- h. Current Waivers of Lien
- i. Contractor's Affidavit
- 6. CONTRACTOR shall be responsible for acquiring the blank pay request forms from AIA or EJCDC.
- 7. Waivers of Lien: Provide the OWNER with all waivers of lien prior to receipt of any payments for work completed.
- 8. After Substantial Completion, including Start-up, the withheld amount may be further reduced, below five percent, to that amount necessary to assure completion.

Replace Paragraph 14.02.C.1 in its entirety with the following:

1. Forty five days after the presentation to the OWNER of the Applications for Payment and accompanying documentation, the amount will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.09: Waiver of Claims

Delete Paragraph 14.09 in its entirety.

H. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.02: OWNER May Terminate for Cause

Delete the word "persistent" from the first line of Paragraph 15.02.A.1.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

#### PREVAILING WAGE RATES

The Contractor shall pay prevailing wages in accordance with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes, 1987, Chapter 820, par. 130/31, et. seq, and as amended by Public Acts 86-799 and 86-693 and consistent with Kane and DuPage Counties, Illinois and current City of St. Charles ordinance. Prior to submitting his bid, the Contractor must ensure that the wage rates used in arriving at his bid correspond to the month of the bid opening. The Owner may or may not issue an addendum prior to the bid opening in order to update the wage rates.

The Illinois Department of Labor maintains an internet web page from which the most recent prevailing wage rate information may be obtained.

The internet address is http://www.state.il.us/agency/idol/rates/rates.HTM.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. A statement signed by the bidder or subcontractor shall accompany the certified payroll, which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

#### INDEX OF PLAN SHEETS

The City of St. Charles Sewer Division has compiled location map packets which locate and detail each of the sanitary sewer segments to be lined. These sheets shall be included as part of the bid package.

Location Maps
For
City of St. Charles, Illinois

2014 Sewer Lining Project

Sheets	Title
	Index of Sheets
1	Site Map
2	Locations #1 - #4
3	Locations #5 - #8
4	Locations #9 - #12
5	Locations #13 - #14
1	Locations #Matisse Drive
2	Locations #Prairie Street

# **City of St.Charles Environmental Services Division**

# 2014-15 Sanitary Sewer Lining Program



Location 14	3709 Ohio Av	2.2-029	2.2-028	18	307
Location 13	3701 Ohio Av	2.2-028	2.3-055	18	501
Location 12	3701 Ohio Av	2.3-055	2.3-002	18	168
Location 11	3655 Ohio Av	2.3-002	2.3-054	18	256
Location 10	3655 Ohio Av	2.3-054	2.3-001	18	76
Location 9	3415 Ohio Av	2.3-001	3.3-061	18	501
Location 8	3415 Ohio Av	3.3-061	3.3-059	18	495
				Total 18"	<u>2304</u>
Location 7	Kirk Rd at RR Crossing	3.3-059	3.3-058	21	91
Location 6	555 Kirk Rd	3.3-058	3.3-057	21	330
Location 5	2701-2891 Dukane Dr	3.3-057	3.3-056	21	431
Location 4	2551-2701 Dukane Dr	3.3-056	3.3-055	21	438
Location 3	2531 Dukane Dr	3.3-055	3.3-044	21	440
				Total 21"	1730
Location 2	600 Industrial Drive	3.3-044	3.3-043	27	409
Location 1	600 Industrial Drive	3.3-043	3.3-035	27	375
				Total 27"	784
Location 8  Location 7 Location 6 Location 5 Location 4 Location 3	3415 Ohio Av  Kirk Rd at RR Crossing 555 Kirk Rd 2701-2891 Dukane Dr 2551-2701 Dukane Dr 2531 Dukane Dr	3.3-061 3.3-059 3.3-058 3.3-057 3.3-056 3.3-055	3.3-059 3.3-058 3.3-057 3.3-056 3.3-055 3.3-044	18 Total 18" 21 21 21 21 21 7 Total 21" 27	230- 9 33- 43 43- 44- 173- 40- 37-

Overall Total

4,818 feet